

I. INTRODUCTION

Pursuant to Section 10 of the Federal Arbitration Act (“FAA”), 9 U.S.C. § 10, Petitioner Antonia Lerner moves this Court to vacate the award (“the Award”) made between Claimants Antonia Lerner and Respondent Citigroup, Inc. In addition, Antonia Lerner moves this Court to remand the Award to a new arbitral tribunal.

A. I do not believe that the arbitrator took into consideration the matters of the fact of the case. **I was laid off twice in a matter of 3 months** for the same reason. I attempted to return to work in January and was advised that my job was relocated to India. I was unable to look internally for a position because my internal access was blocked. I was laid off even though the employee handbook clearly stated that my job would be secured if I came back within the year. As a former employee my access was blocked and I called many times for a new position. Subsequently, I was advised to come back to my original position and was advised that there was a **GUARANTEE that my job was safe secure and waiting for me and not sent to India as advised.** I return to work and **was welcomed with cruel and hostile comments and threats from my immediate manager, which immediately cause a hostile work environment. I was afraid again for my job, mental health and well-being.**

I return to work to the same position of which I was initially laid off from and only to be laid off again two weeks later. This was a cruel, inhumane ploy from the management to fire me then hire me and then fire me again within a matter of 2 months to avoid litigation as I have advised that I would immediately do. **I have not**

sought employment AFTER being laid off a second time because the second lay off caused me to have a severe case of anxiety stress and PTSD. I did however sought employment after the first round of being fired. The defense and arbitrator note this in motion but fail to understand that being laid off twice within weeks of each other is very traumatizing.

I was also not offered the OPTION of a position in Texas that was offered to the consultant in the U.S or a position in India – I would have been more then willing to relocate to Texas or India, I was not given the option to relocate!

B. Citigroup/CitiBank Prominent role in the operation of the AAA indicates that the Award was the Result of Fraud or Undue Means.

Antonia Lerner recently discovered CitiGroup's prominent role in the operation of the AAA. Dr. Anke Sessler is a prominent Board Member of the ADR –American Arbitration Association. Dr. Sessler is a Partner and International Litigation and Arbitration at “Skadden, Arps, Slate, Meagher and Flom LLP” –a firm which has advised Citigroup on over a dozen cases. A brief review of the ¹reading that Citigroup is one of the corporate interests represented on the AAA Board of Directors. The fact that, by all appearances, Citigroup plays a major role in the operation of Skadden Arps, Slate, Meagher and Flom LLP and hence the role in operation with a Board member of AAA which is a major operation and suggests that there are major conflict of interest concerns that have not been disclosed by Citigroup or AAA. Further, Citigroup manages their

¹ <https://www.skadden.com/site-search?skip=0&keyword=citigroup§ion=00000000-0000-0000-0000->

Online Banking and assets and are considered a top tier client. Antonia Lerner managed Skadden's accounts internally while employed.

Further, ²**Teresa E. McCaslin Chair of the Board of Directors of ADR** is also on the same board (and Executive Vice President) at Continental Grain Company currently with **"Stephen R. Volk Esquire— Vice Chairman, Citigroup Global Markets; Member as of May 2001"** and this is a conflict of interest.

E. The Arbitrator has not properly reviewed the facts

This case involved a mosaic of interwoven legal issues and facts. Citigroup has committed negligent misrepresentation with hiring and firing me twice, abuse of power and intentional misrepresentation when they reinstated my job and breach of contract.

CONCLUSION

As per evidence, the award was obtained by undue means. Specifically, Citigroup's prominent connections and role in the operation of the AAA points to a conclusion that the award was the result of undue means or fraud and that the failure to disclose the relationship between Citigroup, the AAA and its arbitrators impeded Momentum's right to a fair and impartial hearing. Finally, the organization acted in an arbitrary and capricious manner and thus committed a gross mistake in his award. Based on the

² https://www.sourcewatch.org/index.php/Continental_Grain_Company

foregoing, Momentum requests that this Court vacate the arbitrator's award in total and
place this case on the trial docket of this Court

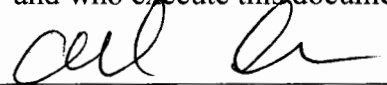
Respectfully Submitted,
Antonia Lerner Pro-Se

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CERTIFICATE OF SERVICE

I, Antonia Lerner, do hereby affirm upon my oath that I am the individual described in
and who execute this document.

Sept 6, 2018
Date


Antonia Lerner

City of New York

County of New York

On this 6th day of September 2018, before me personally came and appears Antonia
Lerner to me known and known to me to be the individual described in and who executed
the foregoing instrument and she acknowledged to me that she executed the same.

Notary Public



